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Cap. 79

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Vesting Part of the Estate late of *Nicholas Corfellis*, Esquire, deceased, at *Wivenhoe* and *Elmsted*, in the County of *Essex*, in Trustees to be sold for raising Money to discharge Incumbrances.



WHEREAS *Nicholas Corfellis*, formerly of *Laver Marney*, but late of *Wivenhoe Hall*, in the County of *Essex*, Esquire; deceased (the only Son and Heir of *Nicholas Corfellis*, Esquire, also deceased) being at the Time of his Death seised of the Manor of *Wivenhoe*, in the said County of *Essex*, and of divers Farms, Lands, Tenements, Woods, and Hereditaments in the Parishes of *Wivenhoe* and *Elmsted*, in the said County of *Essex*, duly made

made and published his last Will and Testament in Writing, bearing Date the Seventh Day of *November* One thousand Seven hundred and Sixty, and thereby (amongst other Things) gave and devised all that his Manor of *Wivenhoe*, in the County of *Essex*, and all his Farms, Lands, Woods, and real Estate lying and being in the Parishes of *Wivenhoe* and *Elmsted*, and other near adjacent Parishes, commonly called his *Wivenhoe Estate*, to his eldest Son *Nicholas Corfellis*, Esquire, for his Life, without Impeachment of Waste, with Remainder to *John Tayler* of *Sheene*, in the County of *Surry*, Esquire, and *Charles Gray* of *Colchester*, in the said County of *Essex*, Esquire, and their Heirs, in Trust to preserve the contingent Uses; and after the Decease of his the said Testator's said Son *Nicholas Corfellis*, then to the first and other Son and Sons of the Body of the said *Nicholas Corfellis* (the said Testator's eldest Son) lawfully begotten successively in Tail General; and for Want of such Issue, to the Heirs of the Body of such eldest Son; and for Want of such Issue, to the said Testator's youngest Son *Nicholas Caesar Corfellis* and his Heirs for ever: And the said Testator thereby devises the Manor of *Laver Marney*, and divers other Messuages, Lands, and Hereditaments therein particularly mentioned, and situate in the said County of *Essex*, to his youngest Son the said *Nicholas Caesar Corfellis* and his Heirs for ever;

**Provided** always, and the said Testator by his said Will charges his said several Estates with the Payment of the several Sums of Money for which they stood mortgaged respectively; and also with the Payment of all other his just Debts which his personal Estate, not specifically devised, should not be sufficient to pay, each of his said Estates bearing a proportionable Part thereof, according to the respective Values of the same:

**And whereas** the said Testator *Nicholas Corfellis* died several Years ago, without revoking or altering his said Will, and leaving his said Estate in *Wivenhoe* and *Elmsted* aforesaid, or some Part thereof, charged with the Payment of several Sums of Money, amounting in the Whole to the principal Sum of Three thousand Two hundred Pounds:

**And whereas** the Sum of One thousand Eight hundred Pounds, Part of the said principal Sum of Three thousand Two hundred Pounds, was secured by Indenture of Demise or Mortgage, bearing Date the Eighteenth Day of *April* One thousand Seven hundred and Twenty-six, and made or mentioned to be made between *Nicholas Corfellis* of *Wivenhoe*, in the County of *Essex*, Esquire (long since deceased,



deceased, the Father of the said *Nicholas Corfellis* the Testator) of the One Part, and *Sarah Creffield*, Widow, therein named, of the other Part: Whereby the said Manor of *Wivenhoe*, and divers Messuages, Farms, Lands, Tenements, and Hereditaments therein particularly described, and situated in *Wivenhoe* aforesaid (being Part of the Estate devised by the said *Nicholas Corfellis* the Testator to the said *Nicholas Corfellis* his eldest Son for his Life, with such Remainders over as aforesaid) were, in Consideration of the Sum of Six hundred Pounds, mentioned in the said Indenture to be in Hand paid to the said *Nicholas Corfellis* (Party thereto) by the said *Sarah Creffield*, and also in Consideration of the several Sums of Three hundred Pounds, Five hundred Pounds, and Four hundred Pounds, therein expressed to have been theretofore advanced and paid by the said *Sarah Creffield* to the said *Nicholas Corfellis* (Party thereto) amounting in all to the Sum of One thousand Eight hundred Pounds, bargained, sold, and conveyed unto the said *Sarah Creffield*, her Executors, Administrators, and Assigns, for the Term of Two thousand Years from thence next ensuing, subject to Redemption on Payment by the said *Nicholas Corfellis* (Party thereto) his Heirs, Executors, Administrators, or Assigns, of the Sum of One thousand Eight hundred and Forty-five Pounds unto the said *Sarah Creffield*, her Executors, Administrators, or Assigns, at the Time and in Manner therein mentioned:

And whereas the Sum of Eight hundred Pounds, further Part of the aforesaid principal Sum of Three thousand Two hundred Pounds, was secured by another Indenture of Mortgage, bearing Date the Twenty-fourth Day of *June* One thousand Seven hundred and Thirty-eight, and made or mentioned to be made between *Thomas Burgoyne*, Gentleman, and *William Burgoyne*, Gentleman, by the several Descriptions therein mentioned, of the First Part; *Mary Webster*, Widow, therein named, of the Second Part; *Jane Neville*, Widow, therein also named, of the Third Part; *Edward Hooton*, Gentleman, and *Jane* his Wife, therein also named, of the Fourth Part; and the said *Nicholas Corfellis* the Testator (by the Description of *Nicholas Corfellis* of *Layer Marney*, in the said County of *Essex*, Esquire, the only Son and Heir of *Nicholas Corfellis*, late of *Layer Marney* aforesaid, Esquire, deceased) of the Fifth Part: Whereby, after reciting divers Conveyances and Assurances, and other Matters, by Means whereof a capital Messuage or Tenement called *Wivenhoe Hall*, and divers other Messuages, Lands, and Hereditaments therein particularly mentioned and described to be situate in *Wivenhoe* aforesaid, or in some other Parish or Parishes there near adjoining (being also Part of the Estate devised by the said

said *Nicholas Corfellis* the Testator to the said *Nicholas Corfellis* his eldest Son for his Life, with such Remainders over as<sup>3</sup> aforesaid) were become and then were vested in the said *Thomas Burgoyne*, *William Burgoyne*, and *Mary Webster*, some or One of them, their, some or One of their Executors, Administrators, and Assigns, for the Residue of a certain Term of One thousand Years therein mentioned, subject to Redemption by the said *Nicholas Corfellis* the Testator on Payment of the Sum of Five hundred Pounds and Interest for the same unto the said *Thomas Burgoyne* and *William Burgoyne*, in Trust for the said *Jane Neville* and *Edward Hooton* in Right of the said *Jane* his Wife; and also of the further Sum of Three hundred Pounds and Interest for the same, unto or in Trust for the said *Mary Webster*, in Manner therein mentioned; the said capital Messuage and Premises were, in Consideration of the Sum of Five hundred Pounds mentioned in the said Indenture of the Twenty-fourth Day of *June* One thousand Seven hundred and Thirty-eight to be paid to the said *Thomas Burgoyne* and *William Burgoyne* by the said *Mary Webster*, and for other the Considerations therein expressed, granted, bargained, sold, and conveyed by the said *Thomas Burgoyne* and *William Burgoyne*, by the Direction of the said *Jane Neville*, *Edward Hooton*, and *Jane* his Wife, and ratified and confirmed by the said *Nicholas Corfellis* (Party thereto) unto the said *Mary Webster*, her Executors, Administrators, and Assigns, for and during all the Residue and Remainder of the said Term of One thousand Years then to come and unexpired, subject to Redemption on Payment by the said *Nicholas Corfellis* (Party thereto) his Heirs or Assigns, of the Sum of Eight hundred Pounds, with Interest for the same at the Rate of Four Pounds *per Centum per Annum*, unto the said *Mary Webster*, her Executors, Administrators, or Assigns, at the Time and in Manner therein mentioned;

And whereas the further Sum of Six hundred Pounds, Residue of the aforesaid principal Sum of Three thousand Two hundred Pounds, was secured by Indenture Tripartite, bearing Date the Fourth Day of *April* One thousand Seven hundred and Twenty-nine, and made or mentioned to be made between *Robert Baines*, Gentleman, therein named, of the First Part; *Benjamin Dyer*, Merchant, therein also named, of the Second Part; and the said *Nicholas Corfellis* the Testator, by the Description of *Nicholas Corfellis* of *Laver Marney*, in the said County of *Essex*, Esquire, of the Third Part: Whereby, after reciting divers Conveyances and Assurance and other Matters, by Means whereof the capital Messuage or Mansion House called *Wivenhoe Hall*, with the Lands and Hereditaments thereto belonging, and therein described



to be situate in *Wivenhoe* aforesaid, were become and then were vested in the said *Robert Baines*, his Executors, Administrators, and Assigns, for a certain other Term of One thousand Years therein mentioned, subject to Redemption by the said *Nicholas Corfellis* (Party thereto) on Payment of the Sum of Six hundred Pounds and Interest for the same, in Manner therein mentioned; the said capital Messuage or Mansion House and Premises were, in Consideration of the Sum of Six hundred Pounds mentioned in the said Indenture Tripartite to be paid to the said *Robert Baines* by the said *Benjamin Dyer*, granted, bargained, sold, and assigned by the said *Robert Baines*, and bargained, sold, and released by the said *Nicholas Corfellis* (Party thereto) unto the said *Benjamin Dyer*, his Executors, Administrators, and Assigns, for and during all the Residue and Remainder of the said Term of One thousand Years therein mentioned and then to come, subject to Redemption on Payment by the said *Nicholas Corfellis* (Party thereto) his Heirs, Executors, Administrators, or Assigns, of the Sum of Six hundred and Thirteen Pounds Ten Shillings unto the said *Benjamin Dyer*, his Executors, Administrators, or Assigns, at the Time and in Manner therein mentioned:

**And whereas** the said several principal Sums of One thousand Eight hundred Pounds, Eight hundred Pounds, and Six hundred Pounds (amounting together to the aforesaid principal Sum of Three thousand Two hundred Pounds) do now remain due and owing on the said Mortgages or Securities so made to the said *Sarah Cressfield*, *Mary Webster*, and *Benjamin Dyer* respectively as aforesaid:

**And whereas** the said *Nicholas Corfellis*, the eldest Son of the said *Nicholas Corfellis* the Testator, hath Issue of his Body living *Nicholas Corfellis* the younger, *Joseph Goodall Corfellis*, *Frances Corfellis*, *Frederick Corfellis*, *Cæsar Corfellis*, and *George Corfellis*, who are all Infants, under the Age of Twenty-one Years, and no other Issue:

**And whereas** *Daniel Harvey* of *Wivenhoe* aforesaid, Esquire, hath entred into Articles with the said *Nicholas Corfellis*, the eldest Son of the said *Nicholas Corfellis* the Testator, bearing Date the Sixth Day of *February* in the Year One thousand Seven hundred and Seventy-one, for the Purchase of the Inheritance of a Messuage and divers Cottages, Lands, Tenements, and Hereditaments in the said Articles, and herein-after more particularly described and situated, in the Parishes of *Wivenhoe* and *Elmsted* aforesaid, or One of them, of the yearly Value of One hundred and Six Pounds Eight Shillings

lings, and no more, Part of the said Estate devised by the said *Nicholas Corfellis* the Testator to his eldest Son the said *Nicholas Corfellis* for his Life, with such Remainders over as aforesaid, in case an Act of Parliament can be obtained for the Sale and Disposition thereof; and hath agreed to be at the Charge of obtaining such Act of Parliament, and to give for such Purchase as aforesaid, the Sum of Three thousand Two hundred and Fifty Pounds, whereof the Sum of Three thousand Two hundred Pounds is to be applied in discharge of the aforesaid several principal Sums of One thousand Eight hundred Pounds, Eight hundred Pounds, and Six hundred Pounds, secured by the aforesaid Mortgages of the said settled Estate or some Part thereof; and the Sum of Fifty Pounds, Residue of the said Purchase Money, is to be paid unto the said *Nicholas Corfellis*, the eldest Son of the said *Nicholas Corfellis* the Testator, his Executors or Administrators, for the Purchase of the Timber and Wood now standing, growing, and being upon the Premises, and to which he is intitled as Tenant for Life, without Impeachment of Waste:

**And whereas** the yearly Interest of the said principal Sum of Three thousand Two hundred Pounds, secured by the aforesaid Mortgages on the said settled Estate, greatly exceeds the annual Produce of the said Premises so contracted to be sold to the said *Daniel Harvey* as aforesaid; and as there is now an Opportunity to sell and dispose thereof to great Advantage, it would be very convenient and beneficial to the said *Nicholas Corfellis*, the eldest Son of the said *Nicholas Corfellis* the Testator, and his Family, that the said Messuage, Lands, Tenements, Hereditaments, and Premises so contracted to be sold as aforesaid should be accordingly sold and disposed of, and such Part of the Money produced by such Sale as aforesaid applied in Discharge of the principal Money due on the aforesaid Mortgages of the said settled Estate; **But** by reason of the Limitations contained in the said Will of the said *Nicholas Corfellis* the Testator, and the Infancy of the said *Nicholas Corfellis*, the eldest Son of the said *Nicholas Corfellis* the Son of the said Testator, such Sale cannot be effected, nor a good Title made of the Premises to a Purchaser, without the Aid of an Act of Parliament:

**Wherefore** your MAJESTY's most dutiful and loyal Subjects the said *Nicholas Corfellis*, the eldest Son of the said *Nicholas Corfellis* the Testator, for himself and on the Behalf of the said *Nicholas Corfellis* the younger, *Joseph Goodall Corfellis*, *Frances Corfellis*, *Frederick Corfellis*, *Cæsar Corfellis*, and *George Corfellis* his Infant Children,



Children, and also the said *Nicholas Caesar Corfellis*, the youngest Son of the said *Nicholas Corfellis* the Testator,

Do most humbly beseech your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that Messuage or Tenement and Farm, with the Barns, Stables, Lands, Meadows, and Pastures thereto belonging, commonly called or known by the Name of *Vine House Farm*, or by whatsoever other Name or Names the same is or hath been called, known, or distinguished, containing in the Whole Thirty-seven Acres or thereabouts, and situate, lying, and being in the Parish of *Wivenhoe* aforesaid, in the said County of *Essex*; and also all that other Farm or Tenement, with the Barn, Lands, Meadows, Pastures, Woods, and Wood Grounds thereto belonging, commonly called or known by the Name of *Frithy Wood Lands*, or by whatsoever other Name or Names the same be called, known, or distinguished, containing together Sixty-two Acres, be the same more or less, and situate, lying, and being in the several Parishes of *Wivenhoe* and *Elmsted* aforesaid, or One of them; all which before-mentioned Premises now are or late were in the Tenure or Occupation of *Robert Balls*, his Under-tenants or Assigns: And also all that Cottage, with One Close of Arable Land commonly called or known by the Name of *Little Mill Hangings*, and containing Three Acres or thereabouts, and One Piece of Meadow Land containing Two Acres or thereabouts, as the same now are or lately have been in the Occupation of *Thomas Arthy*, his Under-tenants or Assigns, and are situate, lying, and being within the Parish of *Elmsted* aforesaid: And also all that Close of Arable Land commonly called or known by the Name of *Great Mill Hangings*, and containing Five Acres or thereabouts as the same is, situate, lying, and being in the said Parish of *Wivenhoe*, and now or late in the Occupation of the said *Nicholas Corfellis*, the eldest Son of the said *Nicholas Corfellis* the Testator, his Assignee or Assigns: And also all that Piece of Meadow Land in *Elmsted* aforesaid called *Anchor Meadow*, and containing Four Acres or thereabouts, and now or late in the Occupation of *Thomas Ablett*, his Under-tenants or Assigns: And also all that Piece or Parcel of Land called *The Park* and Gravel Pit, being foul Grounds, containing Eight Acres or thereabouts; and also all that Slip Piece or Parcel of Arable Land abutting upon the before-mentioned Close  
or





same (that is to say) Upon Trust that they the said *John Dyer* and *Nicholas Caesar Corfellis*, or the Survivor of them, or the Heirs of such Survivor, do and shall, upon Payment of the said Sum of Three thousand Two hundred Pounds by the said *Daniel Harvey*, his Heirs, Executors, or Administrators, to the said *John Dyer* and *Nicholas Caesar Corfellis*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, to be applied by them, him, or her in Satisfaction and Discharge of the aforesaid several principal Sums of One thousand Eight hundred Pounds, Eight hundred Pounds, and Six hundred Pounds due on the aforesaid several Mortgages (all Interest due thereon being paid by the said *Nicholas Corfellis* the elder) and also upon Payment of the said Sum of Fifty Pounds to the said *Nicholas Corfellis* the elder; or in case the said *Daniel Harvey*, his Heirs, Executors, or Administrators, shall decline and not proceed in the said Purchase, then upon Payment of the said several Sums of Three thousand Two hundred Pounds and Fifty Pounds in like Manner by any other Person or Persons who, with the Approbation of the said *Nicholas Corfellis* the elder during his Life, and in case of his Decease with the Approbation of them the said *John Dyer* and *Nicholas Caesar Corfellis*, or the Survivor of them, or his Heirs, shall agree to purchase the said Messuage, Cottages, Lands, Hereditaments, and Premises so agreed to be purchased by the said *Daniel Harvey* as aforesaid, by good and sufficient Conveyances and Assurances in Law convey and assure the said Hereditaments and Premises hereby vested in them the said *John Dyer* and *Nicholas Caesar Corfellis* as aforesaid, with their and every of their Rights, Members, and Appurtenances, unto and to the Use of the said *Daniel Harvey*, his Heirs and Assigns, or unto or to the Use of such other Person or Persons as upon his or their declining as aforesaid shall agree for the Purchase of the said Hereditaments and Premises, and his, her, or their Heirs and Assigns.

**And it is hereby Enacted and Declared**, by the Authority aforesaid, That in the mean time, and until such Sale or Sales shall be made in pursuance of this Act as aforesaid, they the said *John Dyer* and *Nicholas Caesar Corfellis*, and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the Premises hereby vested in them as aforesaid to be held and enjoyed, and the Rents and Profits thereof to be had, received, and taken, by the Person and Persons who would be intitled to and ought to hold, enjoy, and receive the same respectively in case this Act had not been made.

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And

And for promoting and facilitating the Sale of the Premises for the Purposes of this Act, **It is hereby further Enacted and Declared**, That the Receipt and Receipts of the said *John Dyer* and *Nicholas Caesar Corfellis*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, for the said Sum of Three thousand Two hundred Pounds, and the Receipt of the said *Nicholas Corfellis* the elder, or of his Executors or Administrators, for the said Sum of Fifty Pounds, under their respective Hands, shall from time to time be a good and effectual Discharge to the Purchaser and Purchasers of the Premises hereby vested as aforesaid, or of any Part thereof, his, her, and their Heirs, Executors, and Administrators, for the said Purchase Money, or so much thereof for which such Receipt or Receipts shall be given; and after such Receipt or Receipts the said Purchaser or Purchasers, his, her, and their Heirs, Executors, Administrators, and Assigns respectively, shall be and are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase Money, or any Part thereof.

**And it is hereby further Enacted**, by the Authority aforesaid, That the said *John Dyer* and *Nicholas Caesar Corfellis*, or the Survivor of them, or the Heirs, Executors, or Administrators of either of them, shall not be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he shall respectively actually receive, and that no One of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them; and also that they the said *John Dyer* and *Nicholas Caesar Corfellis*, and the Survivor of them, and the respective Heirs, Executors, and Administrators of the Survivor of them, shall and may, by and out of the Rents and Profits of the Premises hereby vested in them as aforesaid, or out of the Money arising by Sale thereof, retain to and reimburse themselves all reasonable Costs, Charges, and Expences that he or they respectively shall or may sustain or be put unto in and about the Execution of the Trusts hereby in them reposed.

**Saving always** to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Nicholas Corfellis* the elder, and the First and other Son and Sons of his Body begotten born or to be born, and the Heirs of the Body  
and



and Bodies of such Son and Sons, and all and every the Daughter and Daughters of the Body of the said *Nicholas Corfellis* the elder begotten born or to be born, and the Heirs of their respective Bodies, and all and every other Person and Persons claiming or to claim any Estate, Use, Trust, Right, Title, Property, Benefit, or Interest of, in, to, or out of the said Messuage, Cottages, Lands, Tenements, Hereditaments, and Premises vested by this Act in Trust to be sold as aforesaid, every or any Part thereof, by virtue of or under the said recited Will of the said *Nicholas Corfellis* the Testator) all such Estate, Right, Title, Interest, Claims, and Demands whatsoever of, in, to, or out of the Premises hereby vested in Trust to be sold, every or any Part thereof, as they, every or any of them, had before the Passing of this Act, or could or might have had and enjoyed in case this Act had not been made.

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Vesting Part of the Estate late of *Nicholas Corjellis*, Esquire, deceased, at *Wivenhoe* and *Elmsted*, in the County of *Essex*, in Trustees to be sold for raising Money to discharge Incumbrances.

[ 1771. ]